IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

R.S.A.No.652 of 2004
Date of Decision : 24.09.2007.

Gurmit Singh .....Appellant

versus

Kuljit Singh .....Respondent

CORAM : HON'BLE MR.JUSTICE HEMANT GUPTA

Present: Mr.H.S.Dhandi, Advocate for the appellant.
Mr.N.S.Swaich, Advocate for the respondent.

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JUDGMENT

HEMANT GUPTA, J. (Oral)

The plaintiff is in second appeal aggrieved against the judgment and decree passed by the learned First Appellate Court dated 13.10.2003 whereby the suit for recovery on the basis of pronote and receipt dated 22.10.1998 was dismissed.

Earlier, the plaintiff filed a suit for permanent injunction on the basis of an agreement of sale dated 8.12.1999 pointing out that the respondent has agreed to sell his land on receipt of Rs.80,000/- as earnest money. In the written statement, a stand was taken by the defendant that in fact, earlier the defendant took a loan of Rs.15,000/- from the plaintiff and a pronote and receipt was executed. Since the defendant could not repay the amount of the pronote, another writing was got executed and the plaintiff obtained the thumb impressions of the defendant as the defendant is illiterate. But, again the defendant could not repay the amount and another writing was executed by fraud and misrepresentation. It was pointed out

that writing dated 8.12.1999 was never intended as an agreement of sale of his land. In the said suit, the parties entered into a settlement before the Lok Adalat on 25.3.2000 whereby the defendant paid Rs.60,000/-. On receipt of the said amount, the plaintiff withdrew the suit for permanent injunction. It was also stipulated in the proceedings that the parties have settled all their inter se account as well.

Thereafter, the plaintiff filed the present suit on 7.6.2000 for recovery on the basis of pronote and receipt dated 22.10.1998. Though the learned trial Court decreed the suit, but the learned First Appellate Court found that once the parties have entered into settlement before the Lok Adalat in respect of financial transactions, the plaintiff's suit on the basis of pronote and receipt is not tenable.

The sole argument raised by learned counsel for the appellant is that the words appearing in the settlement before the Lok Adalat that all inter se accounts between the parties have been settled, is a result of interpolation. The said argument cannot be permitted to be raised by the appellant in the suit for recovery on the basis of pronote. The present is not the suit wherein challenge is made to the settlement arrived at between the parties before the Lok Adalat on 25.3.2000. A perusal of the certified copy of the settlement arrived at before the Lok Adalat does not lead to any inference that the words of such settlement is by interpolation. A finding of fact has been recorded by the learned First Appellate Court that all inter se accounts have been settled and the suit on the basis of pronote is not tenable. Such finding is sought to be disputed by re-appreciation of evidence.

I do not find any illegality or irregularity in the finding

recorded by the learned First Appellate Court which may give rise to any substantial question of law in second appeal.

Consequently, the present appeal stands dismissed.

24-09-2007 (HEMANT GUPTA)
*mohinder JUDGE